

BY-LAWS OF THE HARRISVILLE FIRE DISTRICT revised 9/2/2021

I. AUTHORIZATION AND PURPOSE.

A. Authorization. The Harrisville Fire District ("District"), a quasi-municipal corporation duly organized and incorporated pursuant to a charter granted by the General Assembly of the State of Rhode Island ("charter"), hereby promulgates the within by-laws pursuant to the power granted in said charter.

B. Purpose. These by-laws are enacted to facilitate the management and regulation of the affairs of the District and permit it to carry out the purposes of the District as set forth in the charter and comply with obligations otherwise imposed by applicable law.

II. OPERATING COMMITTEE.

A. Powers. The Operating Committee is responsible for the overall management of the District. It has charge and control of all the property of the District and is vested with full authority to exercise all the powers and functions necessary to carry out the purposes of the District as set forth in the charter.

B. Composition. The Operating Committee is composed of seven members who are residents and electors of the District, elected for three year, staggered terms, as provided in the charter.

C. Vacancies.

1. How Filled. Any vacancy that may occur in the Operating Committee shall be filled by a majority vote of the members of the Operating Committee present and voting at any duly convened meeting ("majority vote of the Operating Committee"). The person so elected shall serve until the next annual or special meeting of the District, at which time an election shall be held to fill the remainder of the unexpired term.

2. Excessive Absences. For the following reasons, the Chairperson or his/her designee may excuse a member of the Operating Committee from attending an Operating Committee meeting: illness, job demand, death in the family or other emergency. The member must notify the Chairperson or his/her designee at least one (1) hour prior to the meeting. The Chairperson or his/her designee has sole authority to excuse the member for that meeting, and his/her decision as well as the reason for excusal will be recorded in the minutes of the meeting. If, in the course of any twelve-month (12) period, a member of the Operating Committee accumulates three (3) unexcused absences, the Committee shall transmit by way of certified mail or hand delivery a written communication to said member inquiring as to whether the member intends and/or is otherwise able to carry out his or her responsibilities as a member of the Operating Committee. If no response is received or the Operating Committee deems the response unsatisfactory, the Operating Committee shall recommend at the next annual or special meeting of the District that the member be

removed, a vacancy be declared, and an election be held to fill the unexpired term of said member. Said recommendation shall be in the form of a motion, which shall be subject to approval by a majority of electors present and voting at any duly convened annual or special meeting of the District.

D. Officers.

1. Number. There shall be three officers of the Operating Committee: Chairperson, Vice-Chairperson, and Secretary. The Operating Committee may appoint such other officers, as it may deem necessary to carry out its purposes and functions pursuant to the charter.

2. Election and Term of Office. All officers of the Operating Committee shall be elected annually by its members at the monthly Operating Committee meeting held in July and shall hold office for the term of one (1) year or until a successor shall be duly elected and qualified.

3. Duties of Officers. The officers of the Operating Committee shall have the following duties:

a. Chairperson. The Chairperson shall be the chief executive officer of the District and, subject to the control of the Operating Committee, shall be responsible for the overall supervision of the day to day business and affairs of the District. Unless otherwise provided by the Operating Committee or applicable law, the Chairperson shall execute all legal documents or other instruments required by law or directed by the Operating Committee to be signed or executed on behalf of the District. The Chairperson will preside at all meetings of the Operating Committee and ensure that all books and records of the Committee are properly kept and maintained. The Chairperson shall generally perform all duties incident to the position or prescribed by law and such other duties as may be assigned by the Operating Committee.

b. Vice Chairperson. In the absence of the Chairperson or in the event of his or her incapacity or inability or refusal to act, the Vice-Chairperson shall perform the duties and exercise all the powers of the Chairperson as provided in these by-laws. The Vice-Chairperson shall also perform such other duties as may be assigned by the Chairperson or the Operating Committee.

c. Secretary. The Secretary shall 1) keep the minutes of the meetings of the Operating Committee in one or more books provided for that purpose; 2) insure that all notices of the District are duly prepared and communicated in accordance with these by-laws, the charter, and/or applicable law; 3) along with the Clerk of the District, be considered custodian of the records and seal of the District; 4) receive and attend to all correspondence of the District; and, 5) in general, perform all duties incident to the office of Secretary and such other duties as may be assigned by the Chairperson or the Operating Committee.

4. Absences and Vacancies.

a. In the case of the absence of any officer of the Operating Committee, the powers or duties of such officer may be delegated to any other member on a temporary basis by a majority vote of the Operating Committee.

b. Vacancies in any office shall be filled by a majority vote of the Operating Committee at the Operating Committee's next regular meeting or special meeting called for that purpose.

E. Meetings

1. Procedure. The Operating Committee shall comply with the state Open Meetings Law, R.I.G.L. §42-46-1, et seq., or as the same may be amended from time to time.

2. Regular Meetings. The Operating Committee shall hold regularly scheduled monthly meetings. The meetings shall be held at the District office or at such other convenient place designated by the Operating Committee. The Secretary shall not be required to serve notice on the members of the Operating Committee of any regular meeting.

3. Special Meetings. Special meetings of the Operating Committee may be called at any time either a) by a majority vote of the Operating Committee; or b) if unforeseen circumstances require that action be taken between regular meetings, by assent of a majority of the members communicated to the Chairperson, or Vice Chairperson as the case may be, requesting that a special meeting be convened. Notice of such meeting stating the purpose for which it is called shall be served personally on or by mail to all members not present at any regular meeting where a special meeting is approved and on all members where a special meeting is called in the manner provided in subparagraph b) above. No business other than that specified in the notice of the meeting shall be transacted at any special meeting of the Operating Committee.

4. Notice.

a. The Operating Committee shall prepare a written notice of its regularly scheduled meetings at the beginning of each calendar year which said notice shall include the dates, times, and places of the meetings and shall be provided to members of the public upon request.

b. Except in emergencies, supplemental written public notice of any meeting shall be provided within a minimum of 48 hours before the meeting by posting notices thereof in the District office and at least two other public places within the District. The notice shall include the date the notice was posted, the date, time, and place of the meeting, and a statement describing the nature of the business to be discussed. Copies of all such notices shall be maintained by the Operating Committee for a minimum of one year.

The Operating Committee may add additional items to its meeting agenda by a majority vote of its members, provided that such additional items shall be for informational purposes only and may not be voted upon except when necessary to address an unexpected occurrence that requires immediate action to protect the public or to refer the matter to the appropriate committee or to another party or official.

c. Nothing contained herein shall prevent the Operating Committee from holding an emergency meeting, by the consent of a majority of its members in the manner provided in §II.E.3. above, when deemed necessary to address an unexpected occurrence that requires immediate action to protect the public. If an emergency meeting is called, a meeting notice and agenda shall be posted as soon as practicable and, at the commencement of the meeting, the Operating Committee shall state for the record and minutes why the matter had to be addressed on less than 48 hours notice and only discuss the issue or issues which created the need for an emergency meeting.

5. **Voting.** Each member of the Operating Committee shall be entitled to vote at any meeting of the Committee; provided, however, the Chairperson or any person acting in his or her absence shall only vote in the event of a tie.

6. **Quorum.** Four (4) Operating Committee members shall constitute a quorum for the transaction of any business at any duly convened regular or special meeting.

7. **Agenda Format.** The regular meetings of the Operating Committee shall follow the following agenda format unless amended or modified generally or for a particular meeting by a majority vote of the Operating Committee:

- Call to order and roll call
- Approve invoices for payment
- Secretary's report
- Public comment
- Communications
- Sub-Committee reports
- Old business
- New business
- Good of the cause
- Adjournment

8. **Closed Meetings.**

a. By open call, the Operating Committee may hold a meeting closed to the public upon a majority vote of the Operating Committee. A meeting closed to the public shall be limited to matters permitted to be exempted from discussion at open meetings by §42-46-5, or as the same may be amended from time to time.

b. The vote of each member on the question of holding a meeting closed to the public and the reason for holding a closed meeting, by a citation to a subdivision of **§42-46-5(a)**, or as the same may be amended from time to time, and a statement specifying the nature of the business to be discussed, shall be recorded and entered into the minutes of the meeting.

c. The Operating Committee shall not discuss in closed session any public matter which does not fall within the citations to **§42-46-5(a)**, or as the same may be amended from time to time, referred to in the voting to close the meeting, even if these discussions could otherwise be closed to the public under applicable law.

d. All votes taken in closed sessions shall be disclosed once the session is reopened; provided, however, a vote taken in a closed session need not be disclosed for the period of time during which its disclosure would jeopardize any strategy, negotiation or investigation undertaken pursuant to discussions conducted under **§42-46-5(a)**, or as the same may be amended from time to time.

9. Purposes for which meetings may be closed. The Operating Committee may hold a meeting closed to the public for any one or more of the purposes provided pursuant to **§42-46-5(a)**, or as the same may be amended from time to time, including the following:

a. Any discussions of the job performance, character, or physical or mental health of a person or persons provided that such person or persons affected shall have been notified in advance in writing and advised that they may require that the discussion be held at an open meeting. Failure to provide such notification shall render any action taken against the person or persons affected null and void. Before going into a closed meeting pursuant to this subsection, the Operating Committee shall state for the record that any persons to be discussed have been so notified and this statement shall be noted in the minutes of the meeting.

b. Sessions pertaining to collective bargaining or litigation, or work sessions pertaining to collective bargaining or litigation.

c. Discussions regarding the matter of security, including but not limited to the deployment of security personnel or devices.

d. Any investigative proceedings regarding allegations of misconduct, either civil or criminal.

e. Any discussions or considerations related to the acquisition or lease of real property for public purposes, or of the disposition of publicly held property wherein advance public information would be detrimental to the interest of the public.

f. Any discussions related to or concerning a prospective business or industry locating in the state of Rhode Island when an open meeting would have a detrimental effect on the interest of the public.

g. Any matter related to the question of the investment of public funds where the premature disclosure would adversely affect the public interest. Public funds shall include any investment plan or matter related thereto.

10. Limitations on open meeting requirements. Nothing herein shall be construed to prohibit discussions of the Operating Committee by way of electronic communications or otherwise for the purpose of scheduling meetings or to prohibit the removal of any person who willfully disrupts a meeting to the extent that orderly conduct of the meeting is seriously compromised.

11. Minutes.

a. The Operating Committee shall maintain minutes of its meetings which shall include, but need not be limited to, the following:

- 1) The date, time, and place of the meeting;
- 2) The members recorded as either present or absent;
- 3) A record by individual members of any vote taken;

and,

4) Any other information relevant to the business of the Operating Committee that any member requests be included or reflected in the minutes.

b. A record of all votes taken at any meeting of the Operating Committee listing how each member voted on each issue shall be a public record and shall be available to the public at the office of the District within two (2) weeks of the date of the vote.

c. The minutes shall be public records and unofficial minutes shall be available to the public at the office of the District, within thirty five (35) days of the meeting or at the next regularly scheduled meeting, whichever is earlier, except where the disclosure would be inconsistent with §§42-46-4 and 42-46-5, or as the same may be amended from time to time, or where the Operating Committee by majority vote extends the time period for the filing of the minutes and publicly states the reason.

d. The minutes of a closed session shall be made available at the next regularly scheduled meeting unless a majority of the Operating Committee votes to keep the minutes closed pursuant to §§42-46-4 and 42-46-5, or as the same may be amended from time to time.

III. COLLECTION OF UNPAID TAXES AND/OR WATER FEES.

A. **Tax Sales.** It is the policy of the District to utilize the tax sale procedure established by R.I.G.L. §44-9-1, **et seq.**, and §39-5-12, or as the same may be amended from time to time, for the purpose of collecting unpaid taxes and/or water fees, and that the District tax collector ("Collector") is duly authorized and instructed to utilize said procedure according to the following guidelines:

1. **Implementation.** That where unpaid taxes and/or water fees are delinquent for a period of one year or more from the date of assessment, the Collector shall subject real estate owned by said taxpayer to a collector's sale for unpaid taxes and/or water fees in accordance with applicable law to collect any and all delinquent taxes and/or water fees owed

2. **Discretion of Collector and Arrangements for Payment.** This policy is to be applied in a fair and consistent fashion without exception, except that the Collector is authorized to use discretion and not initiate or may terminate a collector's sale proceeding in the following situations:

a. Where arrangements have been made satisfactory to the District to pay such delinquent taxes and/or water fees according to some agreed upon installment and/or lump sum schedule; or,

b. Where the amount of delinquent taxes and/or water fees are such that, in the opinion of the Collector, taking into account the efficient administration of revenue collection by the District, the benefit to the District of utilizing a collectors' sale to collect such delinquent or unpaid taxes and/or water fees is outweighed by the burden imposed upon the District.

B. **Other Procedures.** The Collector is duly authorized, at his or her discretion, to utilize, such other or additional procedures as provided under its charter and/or applicable law to collect any and all delinquent taxes and/or water fees owed to the District.

IV. ACCESS TO PUBLIC RECORDS.

A. **Compliance with applicable law.** The District shall comply with the state Access to Public Records Act, R.I.G.L. §38-2-1, **et seq.** ("Public Records Act"), or as the same may be amended from time to time.

B. Records Maintenance. In addition to such records the District may be required to maintain by law and such other records as the Operating Committee may deem appropriate to prepare and maintain, the following records shall be prepared, kept, and maintained in special books separately labeled and stored in the principal office of the District:

All minutes of meetings of the District.

All formal resolutions of the District which are reduced to written form.

All minutes of meetings of the Operating Committee.

All formal resolutions of the Operating Committee which are reduced to written form.

The District Charter, as the same may be amended from time to time.

The District By-Laws, as the same may be amended from time to time.

C. Procedure to Access Public Records.

1. Public Records. All records maintained or kept on file by the District, whether or not such records are required by any law, rule or regulation, shall be public records and every person or entity shall have the right to inspect and/or copy such records in accordance with the procedure set forth herein, except those records or portions thereof containing information which is exempt from disclosure as provided in **§38-2-2(4)**, or as the same may be amended from time to time.

2. Requests for Disclosure.

a. All requests for access to public records shall be in writing and addressed to the Chairperson of the Operating Committee; provided, however, requests for public information or documents prepared for or readily available to the public need not be in writing.

b. Except as provided above, all requests shall be made on a form established for that purpose and contain the following information:

- 1)** The name and address of the person making the request;
- 2)** The division of the District involved (i.e., water Department, fire department or District in general);
- 3)** The time period involved;
- 4)** The District personnel involved, if any; and,
- 5)** The specific information and/or records requested.

c. Any person or entity requesting copies of public records may elect to obtain them in any media format in which the District is capable of providing them. Any public records properly identified which the District maintains in a computer storage system shall be provided in a printout or other reasonable format, as requested.

d. Nothing in this section shall be construed as requiring the District to reorganize, consolidate, or compile data not maintained by the District in the form requested at the time the request to inspect public records is made, except to the extent that such records are in an electronic format and the District would not be unduly burdened by providing such data.

3. Response to Request.

a. The Chairperson shall review the request and make a determination as to whether the District has the requested information and whether it is subject to disclosure pursuant to the Public Records Act.

b. Within ten (10) business days, the Chairperson shall either comply with the request to inspect or copy the requested public records, or notify in writing the person or entity requesting disclosure as to the specific reasons for a denial. A notice of denial shall set forth the procedures for appealing a denial. Failure to respond to a request within ten (10) business days shall be deemed to be a denial. For good cause, the foregoing limitation may be extended for a period not to exceed thirty business days. Except for good cause shown, any reason not specifically set forth in a denial shall be deemed waived by the District.

c. If the public record or information requested is in active use or in storage and, therefore, not available at the time a person requests access, the Chairperson shall so inform the person and make an appointment for that person to examine such records as expeditiously as the records may be made available.

d. Copies of documents and/or the search and retrieval thereof shall be accomplished within a reasonable time after a request is made in accordance with the procedures established herein.

4. Administrative Appeal of Denial. Any person denied the right to inspect the records of the District may petition the Chairperson for a review and reconsideration of his or her determination setting forth the reasons why the person believes that the information is subject to disclosure under the Public Records Act and/or why the Chairperson's determination was otherwise erroneous. The Chairperson shall make a final determination whether or not to allow public inspection within ten (10) business days after the submission of the review petition.

5. Fee Schedule.

a. If practicable, the District shall allow copies to be made or provide copies of public records requested pursuant to the procedures established herein.

b. The cost per copy page of written documents is fifteen cents (\$.15) per page for documents copyable on common business or legal size paper. The cost is a minimum of \$1.50 per page for documents in excess of the foregoing sizes. The District shall not charge more than the actual cost of providing electronic records.

c. The hourly cost for search and retrieval of documents is \$15.00 per hour; provided, no cost shall be charged for the first hour of search or retrieval.

d. A person requesting access to public records shall be provided with an estimate of the costs of providing copies of such documents prior to the District providing copies.

e. Upon request, the District shall provide a detailed itemization of the costs charged for search and retrieval.

f. A court may reduce or waive the fees for costs charged for search or retrieval if it determines that the information requested is in the public interest, because it is likely to contribute significantly to public understanding of the operations or activities of the government and is not primarily in the commercial interest of the requester.

6. Delegation of duties. Except with respect to the duty to determine appeals in accordance with subsection 4 above, the Chairperson is authorized to delegate the responsibilities imposed by this §IV to any other officer, employee, or agent of the District.

V. AWARD OF CONTRACTS.

A. Compliance with Applicable Law. The District shall comply with the state Award of Municipal Contracts Act, R.I.G.L. §45-55-1, et seq., ("Award of Contracts Act"), or as the same may be amended from time to time.

B. Purchasing Agent. The Operating Committee is hereby designated to act as the purchasing officer to exercise the powers and duties set forth in these by-laws and the Award of Contracts Act. All actions taken by the Operating Committee hereunder shall be by a majority vote of the Operating Committee.

C. Method of Source Selection. Except as otherwise authorized by law, all District contracts shall be awarded by:

1. **Competitive sealed bidding:** for procurements exceeding an aggregate amount of \$10,000.00 for construction and \$5,000.00 for all other purchases, in the manner and under the circumstances provided under §45-55-5, or as the same may be amended from time to time, and these by-laws.

2. **Competitive negotiation:** in the manner and under the circumstances provided under §§45-55-6 and 7 or as the same may be amended from time to time, and these by-laws.

3. **Noncompetitive negotiation:** in the manner and under the circumstances provided under §§45-55-7 and 8, or as the same may be amended from time to time, and these by-laws.

4. **Small purchase procedures:** for procurements not exceeding \$10,000.00 for construction or \$5,000.00 for all other purchases, in the manner and under the circumstances provided under §45-55-9, or as the same may be amended from time to time, and these by-laws.

5. **Qualification based selection process:** for procurement of the services of architects/engineers in excess of \$5,000.00 in the manner and under the circumstances provided under §45-55-8.1, or as the same may be amended from time to time, and these by-laws.

D. Valuation and Exceptions.

1. **Indexed for inflation.** The amounts provided herein relative to contract procurements shall be increased or decreased annually hereafter at the same rate as the Boston Regional Consumer Price Index as provided under §45-55-9, or as the same may be amended from time to time. District procurement requirements shall not be artificially divided so as to constitute a small purchase under applicable law or these by-laws.

2. **Exceptions.** The procurement of the services of an attorney, physician, or dentist by the District as well as labor contracts with employees of the District, including employment at will arrangements, are exempt from the provisions of this §V.

E. Definitions.

1. **“Contract”** shall mean all types of agreements, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item. It shall include awards; contracts of a fixed-price, cost, cost-plus-a-fixed-fee, or incentive type; contracts providing for the issuance of job or task orders; leases; letter contracts, purchase orders, and construction management contracts. It also includes supplemental agreements with respect to any of the foregoing. “Contract” does not include labor contracts with employees of the District.

2. **“Evaluated bid price”** shall mean the dollar amount of a bid after bid price adjustments are made pursuant to objective, measurable criteria, set forth in the invitation for bids, which affect the economy and effectiveness of the operation or use of the product or service, such as reliability, maintainability, useful life, and residual value.

3. **“Invitation for bids”** shall mean all documents, whether attached or incorporated by reference, utilized for soliciting bids in accordance with the procedures set forth in these by-laws.

4. **“Procurement”** shall mean the purchasing, buying, renting, leasing, or otherwise obtaining of any supplies, services, or construction. It shall also include all functions that pertain to the obtaining of any supply, service, or construction item, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

5. **“Request for proposals”** shall mean all documents, whether attached or incorporated by reference, utilized for soliciting proposals in accordance with the procedures set forth in these by-laws.

6. **“Responsible bidder or offeror”** shall mean a qualified bidder or offeror who has the capability in all respects, including the financial ability and the necessary skill, experience, and financial and technical resources, to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.

7. **“Responsive bidder or offeror”** shall mean a person who has submitted a bid or offer which conforms in all material respects to the invitation for bids or proposals, so that all bidders or offerors may stand on equal footing with respect to the method and timeliness of submission and as to the substance of any resulting contract, and is such that acceptance of the bid or offer will bind such person to perform in accordance with the invitation for bid or request for proposal.

8. **“Request for qualifications”** shall mean all documents, whether attached or incorporated by reference, utilized for soliciting qualifications of offerors prior to or during the solicitation of bids or proposals.

F. Procedures for award of contracts.

1. Competitive Bidding.

a. Exceptions

1) Notwithstanding the procurement cost parameters relative to competitive sealed bidding provided in §V.C.1. above, such a procedure need not be used where the procurement involves professional engineering/architectural services, a

single source provider, or emergency or other circumstances which make use of such method impracticable.

2) Factors to be considered in determining whether competitive sealed bidding is practicable shall include whether:

a)

Specifications can be prepared that permit award on the basis of either the lowest qualified bid price or lowest qualified evaluated bid price; and,

b)

The available sources, time, and place of performance, as well as any other considerations relevant to a rational determination as to whether use of competitive sealed bidding is appropriate under the circumstances, including whether it is a single source procurement as provided in §V.E.3.b or an emergency procurement as provided in §V.F.

b. Procedures.

1) The invitation for bids shall state whether the award shall be made on the basis of the lowest bid price or the lowest evaluated or responsive bid price. If the latter basis is used, the objective, measurable criteria to be utilized shall be set forth in the invitation for bids, if available, including the criteria set forth in §V.F.4.b.2) or §V.F.5.b to the extent applicable.

2) Adequate public notice of the invitation for bids shall be given a sufficient time prior to the date set forth therein for the opening of bids. Such notice may include direct solicitation of potential, qualified bidders known to the Operating Committee and publication in a newspaper of general circulation in the state not less than seven (7) days nor more than twenty-one (21) days before the date set for opening of the bids.

3) The Operating Committee may make a written determination that the twenty-one (21) day limitation should be waived. Such written determination shall state the reason why the twenty-one (21) day limitation is being waived and shall state the number of days, giving a minimum and maximum, before the date set for the opening of bids when public notice is to be given.

4) Bids shall be opened in full view of the public at the time and place designated in the invitation for bids. Each bid, together with the name of the bidder, shall be recorded and an abstract made available for public inspection. Subsequent to the awarding of the bid, all documents pertinent to the awarding of the bid shall be made available and open to public inspection and retained in the bid file.

5) The contract shall be awarded with reasonable promptness by written notice to the responsive and responsible bidder whose bid is either the lowest bid price, or lowest evaluated or responsive bid price.

6) Correction or withdrawal of bids may be allowed at any time as provided in the invitation for bids or **a)** any time before the bids are opened; or, **b)** after bids are opened when it is determined that to do so would be fundamentally fair and otherwise in the best interests of the public. Generally speaking, correction or withdrawal of bids is permissible only with respect to errors of a mathematical, typographical, or clerical nature, errors which occur in spite of the exercise of ordinary care by the bidder, where a timely notice of error is provided, and where the District is compensated for any time and/or expense incurred as a consequence of the bid correction or withdrawal.

2. Competitive Negotiation.

a. Applicability.

1) Where the Operating Committee determines in accordance with §V.F.1.a. that the use of competitive sealed bidding is not practicable, a contract may be awarded by competitive negotiation. This may include single or limited source procurement or emergency procurement.

2) Contracts may also be awarded by competitive negotiation when it is determined in writing by the Operating Committee that the bid prices received through competitive sealed bidding either are unreasonable as to all or part of the requirements, or were not independently reached in open competition; and for which:

a) Each competitive bidder has been notified of the intention to negotiate and is given reasonable opportunity to negotiate; and,

b) The negotiated price is lower than the lowest rejected bid by any competitive bidder; and,

c) The negotiated price is the lowest negotiated price offered by a competitive offeror.

3) Where all bids submitted pursuant to competitive sealed bidding as provided herein results in bid prices in excess of the funds

available for the purchase, and the Operating Committee determines in writing a) that there are no additional funds available from any source so as to permit an award to the lowest responsive and responsible bidder, and b) the best interest of the District will not permit the delay and cost attendant to a resolicitation under revised specifications or for revised quantities under the competitive sealed bidding process, then the contract may be awarded through competitive negotiation in accordance with the following procedure:

a) If discussions pertaining to the revision of the specifications or quantities are held with any potential offeror, all other potential offerors shall be afforded an opportunity to take part in such discussions; or,

b) A request for proposals, based upon revised specifications or quantities, shall be issued as promptly as possible, shall provide for an expeditious response to the revised requirements, and shall be awarded upon the basis of the lowest bid price, or lowest evaluated bid price submitted by any responsive and responsible offeror.

b. Procedure.

1) Adequate public notice of the request for proposals shall be given in the same manner as provided in §§V.F.1.b. 2) and 3).

2) The request for proposals shall indicate the relative importance of price and other evaluation factors.

3) Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the District taking into consideration price and the evaluation factors set forth in the request for proposals.

4) Written or oral discussions shall be conducted with all responsible offerors who submit proposals determined in writing to be reasonably susceptible of being selected for award. Discussions shall not disclose any information derived from proposals submitted by competing offerors. Discussions need not be conducted:

a) With respect to prices, where such prices are fixed by law or regulation, except that consideration shall be given to competitive terms and conditions; or,

b) Where time of delivery or performance will not permit discussions; or,

c) Where it can be clearly demonstrated and documented from the existence of adequate competition or accurate prior cost experience with the particular supply, service, or construction item, that acceptance of an initial offer without discussion would result in fair and reasonable prices, and the request for proposals notifies all offerors of the possibility that award may be made on the basis of the initial offers.

3. Noncompetitive negotiation.

a. Subsequent to competitive solicitation. When, after competitive sealed bidding, it is determined in writing that there is only one responsive and responsible bidder, a noncompetitive negotiated award may be made with such bidder. Noncompetitive negotiation may also be employed with a successful bidder or offeror following competitive negotiation pursuant to §V.F.2 or a qualification based selection pursuant to §V.F.5.

b. Sole source. Noncompetitive negotiation may also be employed to award a contract where the Operating Committee determines in writing that there is only one source for the required supply, service, or construction item. Prior to making such a determination, the Operating Committee shall first conduct a diligent search of such trade journals, trade associations, or such other professional publications or registries as it may deem necessary and appropriate to make such a determination.

c. Emergency. Depending on the circumstances, an emergency procurement as provided in §IV.G. below may also be made by a noncompetitive negotiated award.

4. Small purchase procedures. Procurements within the cost parameters provided in §V.C.4. may be made in accordance with the following small purchase regulations:

a. Procurements not exceeding \$2500.00. Procurements not exceeding \$2500.00 in the aggregate may be made with any vendor provided it is an arm's length transaction, made in good faith, and at a price which does not exceed the retail cost of the good and/or service procured.

b. Procurements exceeding \$2500.00.

1) Procurements in excess of \$2500.00, but not exceeding the cost parameters for small purchase procedures as provided in §V.C.4., shall be made on the basis of three or more competitive bids which may be obtained informally, either orally or in writing, and without advertising and shall be awarded to the lowest evaluated or responsive bidder.

2) The criteria to be considered in making a determination to purchase, not necessarily listed in the order of importance and are as follows:

- a) The price of the goods and/or services.
- b) Quality and conformity to specifications.
- c) Availability of and ability to provide service, warranty repairs, and/or otherwise deliver follow-up or related services
- d) Previous record of performance and service to the District.
- e) Previous record of performance and service generally.
- f) Ability to render satisfactory service in the particular instance.
- g) Familiarity with the relevant needs, functions, and systems of the District involved.

- h) Availability of business representative to call upon and consult with agents of the District.
- i) Credit rating or financial stability.

5. Qualification Based Selection Process.

a. When the Operating Committee determines that the District needs the services of a professional architect or engineer, it may employ qualification based selection criteria.

b. The criteria which shall be considered in making a determination to employ such services, not necessarily listed in the order of importance and to the extent applicable to the procurement at issue, are as follows:

- 1) Professional qualifications, including education and membership in professional organizations as well as any licenses or certifications held and any other pertinent professional achievements or awards.
- 2) Previous record of performance and service to the District.
- 3) Previous record of performance and service generally.
- 4) Familiarity with the relevant needs, functions, and systems of the District.
- 5) Ability to render satisfactory service in the particular instance.
- 6) Credit rating or financial stability.
- 7) Community reputation.
- 8) Proximity to the relevant location where the services will be performed.
- 9) Estimated cost of services.

c. In applying the foregoing criteria, the Operating Committee shall consider all criteria, to the extent applicable, but, insofar as professional services are involved, may give primary consideration and added weight to the first four criteria.

G. Emergency Procurements The Operating Committee is authorized to make emergency procurements when there exists a threat to the public health, safety, or welfare under emergency conditions such that resort to the process provided pursuant to these by-laws will result in a delay in the procurement of the supply, service, or construction, which would create a greater risk of harm to the District than any potential harm from failure to comply with the purchasing provisions of these by-laws in the particular instance. Such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis of the emergency and for the selection of the particular contractor shall be included in the contract file.

H. Cancellation of Invitation for Bids and Requests for Proposals. An invitation for bids, a request for proposals, or other solicitation pursuant to this section of the by-laws may be canceled, or all bids or proposals may be rejected, if it is determined in writing by the Operating Committee that such action is in the best interest of the District.

I. Responsibilities of Bidders and offerors.

1. Determination of Responsibility. A written determination of the financial strength and responsibility of a bidder or offeror shall be made, which may include a reasonable inquiry to determine the responsibility of a bidder or offeror. The failure of a bidder or offeror to promptly supply information in connection with such an inquiry may be grounds for a determination of nonresponsibility with respect to such bidder or offeror.

2. Criteria for Determining Responsibility. The criteria to be considered in determining the financial strength and responsibility of a bidder or offeror shall include the following, to the extent applicable, as well as any other requirements set forth in the invitation to bid or request for proposal:

a. General Information.

- 1) Legal name of bidder or offeror.
- 2) Address of principal and any branch offices.
- 3) Length of time in business.
- 4) Ownership structure

b. Financial Information.

- 1) Current financial statement year-to-date, if available, and financial statement from previous fiscal year.

- 2) Report of nationally recognized commercial credit reporting bureau.
- 3) Minimum of three financial references.
- 4) Original documentation from bonding and/or insurance company indicating willingness to furnish any required bonds and/or insurance.

c. Qualification and Experience.

- 1) Professional qualifications, including education and membership in professional organizations as well as any licenses or certifications, and any other pertinent professional achievements or awards of principals and key staff members.
- 2) Previous experience in provision of goods and/or services involved.
- 3) Familiarity with the relevant needs, functions, and systems of the District.
- 4) Minimum of three business references.

d. Subcontractors and outside firms providing internal services.

- The Operating Committee may require, in its discretion, the same information set forth above relative to any subcontractors or outside firms providing internal services to the bidder or offeror.

e. Construction, Construction Management, and Road Work.

The Operating Committee may require, in its discretion, additional information as provided in R.I.G.L. §§37-2-26 and 27, or as the same may be amended from time-to-time, with respect to contracts or procurements relating to construction, construction management, or road work.

3. Confidentiality of information. Except as otherwise provided by law, information furnished by a bidder or offeror pursuant to this section may not be disclosed outside of the Operating Committee without prior written consent of the bidder or offeror.

J. Prohibition Against the Use of Lead-Based Paints. The Operating Committee shall not purchase and shall otherwise prohibit the use of lead-based paint products when contracting or subcontracting for painting, construction, improvement, completion, or repair of any District building, road, bridge, or other construction.

VI. FIRE DEPARTMENT REGULATIONS

A. Fire Plan Review Fees.

1. Any person requesting approval of plans by the Fire Department shall submit three (3) copies of the plans to the District Office and provide all information and documentation reasonably required in order to permit the rested fire plan review.
2. At the time the plans are approved, a fee shall be paid according to the schedule as provided below, as the same may be amended from time to time by the Operating Committee.

RESIDENTIAL....\$25.00 PER UNIT (Includes single family, duplexes, and all multiple units). (\$10.00 for single family additions)

MERCANTILE....\$100.00 (Under 600 sq. ft., no fire alarm required)

200.00 (Under 10,000 sq. ft., or more than one story, local fire alarm required)

500.00 (Over 10,000 sq. ft. or over 3 stories, municipal fire alarm required)

1000.00 (Over 100,000 sq. ft., municipal fire alarm required)

2500.00 (Over 100,000.sq. ft., municipal fire alarm and sprinklers required)

(Includes: department stores, pharmacies, shopping centers, supermarkets, and restaurants<50ppl)

BUSINESS.....\$100.00 (Under 1000 sq ft., no fire alarm required)

200.00 (Under 10,000 sq ft., or more than one story, local fire alarm required)

500.00 (Over 10,000 sq. ft. or over 3 stories, municipal fire alarm required)

1000.00 (Over 100,000 sq. ft., municipal fire alarm required)

2500.00 (Over 100,000 sq. ft., municipal fire alarm and sprinklers required)

(Includes: municipal buildings, doctor's offices, dentist's offices, general offices, outpatient clinics, college and university instructional buildings, classrooms <50 ppl).

INDUSTRIAL.....\$100.00 (Under 2500 sq ft., no fire alarm required)

200.00 (Under 10,000 sq. ft. or more than one story, local fire alarm required)

500.00 (Over 10,000 sq. ft. or over 3 stories, municipal fire alarm required)

1000.00 (Over 100,000 sq. ft., municipal fire alarm required)

2500.00 (Over 100,000 sq ft., municipal fire alarm and sprinklers required)

(Includes: dry cleaning plants, factories of all kinds, food processing plants, gas plants, laundries, power plants, pumping stations, refineries, sawmills, telephone exchange facilities).

STORAGE.....\$100.00 (Under 2000 sq. ft., no fire alarm required)

200.00 (Under 10,000 sq. ft. or more than one story, local fire alarm required)

500.00 (Over 10,000 sq. ft. or over 3 stories, municipal fire alarm required)

1000.00 (Over 10,000 sq. ft. or over 3 stories, municipal fire alarm and sprinklers required).

1500.00 (Over 100,000 sq. ft., municipal fire alarm required)

2500.00 (Over 100,000 sq. ft., municipal fire alarm and sprinklers required)

(Includes: barns, bulk oil storage, cold storage, parking structures, stables, truck terminals, and warehouses).

PLACE OF ASSEMBLY.... \$500.00 (Class "C" 50 to 300 persons) fire alarm required

1500.00 (Class "B" 301 to 1000 persons) fire alarm & sprinklers

2500.00 (Class "A" 1001 or more persons) fire alarm & sprinklers

(Includes: auditoriums, armories, bowling lanes, club rooms, college & university classrooms >50, conference rooms courtrooms, dance halls, drinking establishments, exhibition halls, gymnasiums, libraries, mortuary chapels, motion picture theaters, museums, places of religious worship, skating rinks, theaters, restaurants >50 and passenger stations and terminals).

EDUCATIONAL...\$2500.00 (Municipal fire alarm and sprinklers required)

HEALTH CARE...\$2500.00 (Municipal fire alarm and sprinklers required)

DETENTION AND CORRECTIONAL...\$2500.00 (Municipal fire alarm and sprinklers required)

VII. WATER SHORTAGE REGULATIONS.

A. Regulation of Water Usage. Whenever the operating Committee shall determine there is a water shortage in the District requiring any restriction, regulation or ban on water usage ("restriction"), the Operating Committee shall so notify tax payers in the District in the same manner used to provide notice of annual District tax bills, and further, shall advertise the same on at least one occasion in any daily or weekly newspaper having a general circulation within the District. Said notice shall set forth the specific restriction, its duration, and the penalties to be imposed for violating the restriction. The Operating Committee is authorized to grant specific exemptions from the restriction for good cause.

B. Right to Hearing. Any person cited for violating a restriction promulgated hereunder shall have thirty (30) days in which to claim a hearing before the Operating Committee to defend against the violation. The alleged violator shall be provided notice at least ten (10) days in advance of the scheduled hearing, which said notice shall advise that the accused violator has a right to be heard, to present evidence in defense, to confront adverse witnesses, and to be represented by counsel. If a majority of the Operating Committee finds by clear and convincing evidence that the accused violated the restriction, the Operating Committee may impose a fine not to exceed that provided herein. In imposing a fine on a violator, the Operating Committee shall consider any mitigating or aggravating circumstances relating to the violation.

C. Penalties. The Operating Committee shall impose the following fines for each violation of any restriction promulgated hereunder:

1. **First Offense:** not to exceed one hundred (\$100.00) dollars.
2. **Second Offense:** not to exceed two hundred fifty (\$250.00) dollars.
3. **Third Offense:** not to exceed seven hundred fifty (\$750.00) dollars.
4. **Subsequent Offenses:** not to exceed one thousand (\$1,000.00) dollars per offense.

VIII. DISTRICT WATER BOARD.

A. Authority and Composition

1. The District Water Board shall be responsible for overall management and control of the water department, subject to confirmation and approval of its acts by the Operating Committee. The Water Board shall be composed of at least three (3) members, at least two (2) of whom shall also be members of the Operating Committee. The Water Board shall answer and report to the Operating Committee.

2. In the event the District distributes water outside the territorial limits of the District, and the total number of outside customers shall equal 20% or more of the customers served within the District, such outside customers shall be entitled to proportional representation on the Water Board, rounded to the nearest whole number, as near as practicable. The Operating Committee shall alter the number of members on the Water Board to provide for such representation and whole number proportions; provided, there shall never be less than three (3) nor more than nine (9) members on the Board.

B. Selection of Representatives of Outside Customers

1. Immediately subsequent to the next regular meeting of the Operating Committee in the month of August following a determination by the Operating Committee that the number of outside customers to which it distributes water equals 20% or more of the customers served within the District, the Operating Committee shall cause an appropriate form of notice to be sent to all such outside customers advising them of their entitlement to proportional representation in accordance with the charter and these by-laws and inquiring as to whether any such customer would be interested in serving as a representative of outside customers on the Water Board.

2. Such notice shall include, among other things, a description of the size, nature, and function of the District Water Department, as well as the responsibilities, duties, and estimated amount of time which a prospective representative could reasonably anticipate having to devote to such a position. The notice shall also set forth the date, time, and place scheduled for election of representatives of outside customers to the Water Board.

3. The Operating Committee Chairperson shall preside at such meeting of outside customers and be responsible for determining whether those attending the

meeting are qualified to participate and vote in an election of representatives of outside customers to the Water Board. Any outside customer qualified to vote in the Town of Burrillville shall be qualified to vote at such meeting. Five such qualified electors shall be necessary to constitute a quorum.

4. The Chairperson shall request nominations for the position of representative of outside customers on the Water Board, each of which must be duly seconded. After all nominations are made and seconded, the Chairperson shall call for a vote and determine and announce the result thereof. The nominee receiving the most votes shall be declared the outside customer representative. If there is a tie, the Chairperson may cast the deciding vote or, in his or her discretion, call for a new vote. Where the Operating Committee has determined that outside customers are entitled to more than one representative, the Chairperson, in his or her discretion, may either declare the next highest vote getter or getters to be the additional representative or representatives, as the case may be, or may instead call for new nominations and a separate vote for each representative position to be filled.

C. Procedure.

1. Each member of the Water Board shall be entitled to one (1) vote and at least two-thirds of the members of the Board, rounded to the nearest whole number, shall be deemed to constitute a quorum for any meeting of the Board. A majority of members present and voting at any meeting of the Water Board shall be necessary to approve any motion, resolution, or matter called to vote.

2. Subject to approval of the Operating Committee, the Water Board may enact such by-laws as it deems necessary and appropriate for the regulation and conduct of its meetings and business.

IX. WATER DEPARTMENT REGULATIONS

A. Water Service.

1. Application.

a. All applications for water service shall be submitted in writing

to the Water Department on forms prescribed by the Water Department for that purpose and shall set forth, among other things, the street address and assessor's lot and plat of the property, the precise location of the service connection, and the various uses for which the service is requested-- residential, commercial, institutional and/or industrial-- and shall be signed by the owner of the property ("customer").

b. The customer shall be responsible for providing, at the customer's expense, any and all plans, maps, surveys, engineering, specifications and/or any other such information which the Water Department reasonably deems necessary in order to evaluate and make a determination on the application. Where engineering, legal or other expert advice is reasonably deemed necessary by the Water Department in order to evaluate the application, the customer shall be responsible for reimbursing the Water Department for the cost of the same.

2. Connections.

a. The customer shall be responsible for paying the Water Department the customary charges for a service connection in accordance with such fee schedule as may be established and modified from time to time by the Water Board and approved by the Operating Committee. A copy of the current fee schedule is attached as part of Appendix A. as the same may be amended from time to time by the Operating Committee.

b. The customer shall also be responsible for the cost of asphalt, equipment rental, and any other materials or supplies reasonably required in order to effectuate a service connection

c. The customer shall be responsible for arranging and paying for completion of the service connection between the curb box and the premises to be serviced by water.

3. Meters.

a. Every service shall be equipped with a meter provided by the Water Department at the expense of the customer. The meter shall remain property of the Water Department and shall not be removed as long as the water service is connected. Repairs to the meter shall be made by and at the expense of the Water Department. The rates charged to customers for use and service of the meter shall be in accordance with such fee schedule as may be established and modified from time to time by the Water Board and approved by the Operating Committee. A copy of the current fee schedule is attached as part of Appendix A. as the same may be amended from time to time by the Operating Committee.

b. If a meter fails to properly register water consumption, the customer shall be billed based on the previous annual use while the meter was functioning properly. If the foregoing information is not available or if the Water Department reasonably believes previous use is not an accurate measure of current use, the customer shall be billed such sum as the Water Department determines reasonably represents the most accurate estimate of consumption based on a comparison to service connections of similar size and use.

4. Access to Premises. As long as the water service is connected, the customer shall permit the Water Department access to the premises serviced by water for the purpose of repair and/or inspection of the water service on the premises. Except in an emergency, the Water Department shall be entitled to access only at reasonable times and upon reasonable notice.

5. Repair. The customer is responsible for any and all repairs of the water service from the curb box to the premises serviced by water. The customer is also responsible for maintaining the foregoing portion of the water service in good repair and detecting and repairing any leaks therein.

6. Water Use Fees.

a. Water use for residential, commercial, institutional and industrial use shall be billed in accordance with such rate schedule as may be established and modified from time to time by the Water Board and approved by the Operating Committee. A copy of the current rate schedule is attached as part of Appendix A. as the same may be amended from time to time by the Operating Committee.

b. Where water is required for a purpose not specified in these regulations, rates shall be fixed at an appropriate and reasonable level by the Water Department and approved by the Operating Committee.

7. Billing.

a. Except large water users, customers shall be billed quarterly for water use. Large water users, which are defined as those using in excess of 100,000 gallons per year/per service connection, may be billed monthly.

b. Bills are due and payable no later than fifteen (15) days from the billing date. All bills will be charged to the customer, except as otherwise expressly provided in these regulations. Bills paid after the due date is subject to a late charge of 18% per annum.

B. Limitations and Restrictions on Water Service and Use.

1. Service Connections and Alterations. No water service shall be connected to the District water system without the permission of the Water Department. No alteration to any water pipe or fixture shall be made whereby the consumption of water is materially increased without prior approval of the Water Department.

2. Resale or Resupply Prohibited. The resale or resupply of water obtained from a Water Department service connection to any party for any purpose is prohibited.

3. **Use Restrictions.** The Water Department may, whenever it reasonably deems it necessary in the interest of the public health, safety and/or welfare, restrict water usage in order to insure sufficient minimum supply for residential and/or emergency uses.

4. **Hydrant Use.** No person other than a duly authorized member of the Water Department or Fire Department shall open or close a hydrant without prior approval of the Water Department.

5. **Limitation of Liability.** The Water Department is not responsible for any damages caused as a result of a shortage of water due to drought, storms, repairs that may cause interruption of the water supply, or any other cause.

C. **Termination of Service.**

1. **Applicability.** Except as otherwise expressly provided herein, these termination of service regulations shall apply only to customers of the Water Department whose service connection provides water to residential users, and shall not be applicable to commercial, institutional or industrial customers.

2. **Definitions.** As used in these termination of service regulations, the below terms shall have the following meanings:

a. **"Compromise payment plan"** shall mean an installment or monthly payment plan agreed to between the Water Department and a customer as provided in §VIII. C. 13.

b. **"Customer"** shall mean the owner of a premises inhabited by residential users as defined herein, unless otherwise indicated.

c. **"Reasonable time"** shall mean forty (40) days after the mailing date of the original bill for water service or ten (10) days after a payment was due pursuant to a compromise payment plan, whichever is longer, unless otherwise indicated.

d. **"Residential user"** shall mean a person who resides as a permanent and full time resident in a residential dwelling unit with a Water Department service connection

e. **"Seriously ill"** shall mean an illness that is life-threatening or that will cause irreversible adverse consequences to human health or that has a significant potential to become life threatening or to cause irreversible adverse consequences to human health.

3. Forbearance. Failure of the Water Department to exercise its rights under these regulations to terminate service for any reason will not affect the customer's liability, if any, to the Water Department for water service and use.

4. Termination. The Water Department may terminate service to a customer, if:

a. The customer fails within a reasonable time to pay any bill rendered by the Water Department for water service or use; or

b. The customer violates or fails or refuses to comply with the rules or regulations of the Water Department relative to water service or use; or,

c. Disconnection is necessary due to the public health, safety, and/or welfare and/or local, state or national emergencies; or,

d. The customer fails within a reasonable time to make a payment pursuant to, or otherwise fails to abide by, the terms of a compromise payment plan to which the customer has agreed.

5. Termination of Service Involving Seriously Ill Customer.

a. The Water Department shall not disconnect service to a customer during such times as any residential user is seriously ill as certified to the Water Department by a licensed physician, except as provided herein. A licensed physician certification of serious illness shall be sufficient if initially made by telephone. A certifying physician shall be informed that he or she must forward to the Water Department within seven (7) days a written certification indicating the customer name and account number, the service address, the name and address of the seriously ill person, the nature of the illness, and its likely duration.

b. The Water Department shall acknowledge receipt of such written certification and shall notify the customer in writing of the date upon which service will be terminated unless the customer (1) pays the outstanding bill; (2) enters into a compromise payment plan with the Water Department; or (3) requests a hearing with the Operating Committee as provided below. The termination date shall be not less than three weeks from receipt by the Water Department of the written certification. If the duration of the illness exceeds or is expected to exceed the termination date established by the Water Department, the customer may request a hearing pursuant to **§VIII. E.** of these regulations to determine whether the initial exemption shall continue and for how long and under what circumstances.

c. If the licensed physician's certification is rejected by the Water Department for any reason, the Water Department shall inform the customer immediately in writing of the reason(s) for the rejection of the certification and the time period within which the customer may submit the proper certification.

d. Where the customer does not reside on the premises serviced by water, any adult residential user may request the protection afforded by the foregoing regulations by complying with the procedures set forth above. In such a case, any notice the Water Department is required to provide to the customer in this subsection shall also be provided to the residential user applicant.

6. Termination of Service Involving Elderly and/or Handicapped.

a. Between 12:01 a.m. on November 1st and 11:59 p.m. on March 31st ("moratorium period"), the Water Department shall not terminate water service to a customer for failure to pay an outstanding indebtedness for such service with respect to service connections where all adult residents of the household are sixty-five (65) years of age or older or in which any residential user is handicapped. A customer may request the protection afforded by this subsection by submitting to the Water Department the customer's name and account number, the service address, and, in the case of the elderly, the name, date of birth, and social security number of each elderly member of the household and, in the case of a handicapped residential user, appropriate identification criteria for each handicapped residential user.

b. For the purpose of determining whether all adult members of a household are sixty-five (65) years of age or older, the Water Department may request that the customer also furnish certified copies of birth certificates or other documentation including, but not limited to, marriage certificates for all of the adult members of that household.

c. For the purpose of determining whether any residential user is handicapped, the Water Department may request that the customer also submit an affidavit setting forth the following or similar facts:

"Residing permanently at this address is (name), (date of birth), who is related to me as (state relationship) (or who is not related to me), and who has a physical or mental impairment (state impairment with particularity) which substantially limits one or more of such person's major life activities, and which would ordinarily prove a serious hindrance to obtaining employment. This impairment is material, rather than slight, relatively static as distinguished from definitely active or rapidly progressive, and relatively permanent in that it is seldom fully corrected by medical replacement, therapy or surgical means."

d. Upon receipt of the requisite information, the Water Department shall verify the information, identify the account and make a determination as to whether the customer is eligible for the moratorium from termination provided in this subsection on account of age or handicapped status and notify the customer of its determination.

e. Where the customer does not reside on the premises serviced by water, any adult residential user may request the protection afforded by the foregoing subsection by complying with the procedures set forth above. In such a case, any notice the Water Department is required to provide to the customer in this subsection shall also be provided to the residential user applicant.

7. Notice.

a. Service shall not be terminated for nonpayment unless the customer has been sent written notice of the Water Department's intention to disconnect mailed so as to be received, under reasonable circumstances, at least ten (10) days in advance of the date of the proposed disconnection. Notice shall be mailed by the Water Department to the address where bills are usually sent.

b. Where service is provided to a premises which is billed in the name of one who does not reside on the premises serviced by water, the Water Department may, prior to disconnecting service for nonpayment of a bill, provide written notice of termination to the residential users of the premises. The Water Department may also provide a reasonable opportunity for such residential users to negotiate directly with the Water Department to resolve the delinquency and be billed for future services jointly with the customer. Where a residential user is being billed jointly with a customer as provided herein, any notice relative to termination or disconnection of service shall also be provided to said residential user, who shall also-- under the circumstances-- have the same rights and obligations relative thereto as provided to customers in these regulations.

c. During the period between notice and the date of termination, the customer shall either pay the arrearage, enter into a compromise payment plan or, if agreed to by the Water Department and customer, modify an existing payment arrangement.

d. Where disconnection is necessary due to the public health, safety, and/or welfare and/or local, state or national emergencies, the Water Department shall attempt to provide as much advance notice of its intention to disconnect service as is reasonably possible under the circumstances.

e. The notice sent to the customer shall contain a direct and specific explanation, in easily legible and conspicuous print, of the following:

1) The particular ground upon which the proposed disconnection is based;

2) The Water Department's intention to discontinue service unless the customer either pays a delinquent bill, or reaches a mutually satisfactory compromise payment plan with the Water Department and/or ceases to violate or becomes complaint with the rules or regulations of the Water Department;

3) The date upon which service will be disconnected if the customer does not take appropriate action;

4) The name and telephone number of the Water Department's representative to whom the customer may address any inquiry or complaint;

5) A statement which informs the customer that if there is a seriously ill residential user of the premises, disconnection may be postponed upon presentation of a doctor's certificate and subject to the terms and conditions provided in these regulations.

6) A statement which informs the customer that if all residents of the household are sixty-five (65) years of age or older or, any residential user is handicapped, he or she may be protected from disconnection during the period between 12:01 a.m. on November 1st and 11:59 p.m. on March 31st, subject to the terms and conditions provided in these regulations.

7) A statement which informs the customer of the right to appeal the decision to terminate service to the Operating Committee by submitting a request in writing as provided in these regulations.

8. Disconnection of Service.

a. Except in an emergency, no water service, including residential, commercial, institutional and/or industrial, shall be disconnected on a Friday, Saturday, Sunday, legal holiday, or the day before any legal holiday, or at any time when the Water Department is not open for business. Service may be disconnected only between the hours of 8:00 a.m. and 12:30 p.m. on the date specified in the notice or within a reasonable number of days thereafter, not to exceed ten (10) days. The Water Department shall have personnel available until 3:30 p.m. or three (3) hours after the time of shutoff, whichever is later, authorized to accept payment or enter into a compromise payment plan and reconnect service as provided below.

b. When service is disconnected, the individual making the disconnection shall immediately inform a responsible adult on the premises that service has been terminated, and shall leave on the premises in a conspicuous place a notice advising that service has been disconnected and that it may be restored immediately if:

1) The customer pays the outstanding bill or enters into a compromise payment plan satisfactory to the Water Department; or,

2) the customer is protected from shutoff because a seriously ill person as defined herein is a residential user of the premises as provided in these regulations; or,

3) the customer is protected from shutoff during the moratorium period because all adult residents of the household are sixty-five (65) years of age or older, or a residential user is or welfare of the residential users of the premises as provided in these regulations handicapped as provided in these regulations; or,

4) The Operating Committee determines that restoration of service is absolutely essential to protect the health, safety and/.

9. Restoration of Service

a. The Water Department shall restore service which has been disconnected promptly upon the customer's request when:

1) The cause of the disconnection of service has been removed; or,

2) A satisfactory compromise payment plan as been entered into; or,

3) it is established that the customer is protected from shutoff because a seriously ill person as defined herein is a resident of the premises as provided in these regulations; or,

4) It is established that the customer is validly protected from shutoff during the moratorium period because all adult residents of the household are sixty-five (65) years of age or older or a residential user is handicapped as provided in these regulations.

b. Service shall also be restored if the Operating Committee determines that restoration is absolutely essential to protect the health, safety and/or welfare of a residential user of the premises as provided in these regulations.

c. The Water Department shall endeavor to restore service during regular business hours on the day of the request. At the latest, reconnection shall be made during business hours on the first working day after the day of the request. When the customer requests that service be restored at other than regular business hours, the Water Department shall reasonably endeavor to make the reconnection; provided, however, that the Water Department shall be under no obligation to do so except when (i)

a registered physician certifies that the health or safety of any residential user of the premises to which the water service has been terminated is endangered, or (ii) the Operating Committee makes a determination that it is absolutely essential to protect the health, welfare and/or safety of any residential user of the premises to which the water service has been terminated.

d. The Water Department may charge a reconnection fee as provided in these regulations as a condition to restoration of service, which the Water Department may require be paid in advance or over time as it may determine in the reasonable exercise of its discretion.

10. Dispute as to Customer's Liability and/or Conditions of Payment.

a. The Water Department shall not initiate nor continue action to disconnect water service where notification has been received from the customer disputing in good faith liability for any part of a bill or disputing the terms and conditions of payment until a determination is made on the consumer dispute; provided however, this provision shall not apply where the customer first disputes an outstanding bill or the terms and conditions of payment after receiving notice of termination as provided herein.

b. The Water Department shall investigate and promptly determine any customer dispute and notify the customer of the same in writing as well as of the customer's right to appeal any adverse decision to the Operating Committee.

c. Once a customer dispute has been determined by the Water Department and its decision communicated to the customer, the Water Department may initiate, recommence, or continue action to terminate service in accordance with any such determination and these regulations. Unless directed to do so by the Operating Committee in accordance with **§VIII. E. 3.** of these regulations, the Water Department may, but is not required to, suspend or stay any action to terminate service of a customer pending the resolution of any appeal to the Operating Committee.

11. Tender of Payment to Field Personnel. If the Water Department sends an agent ("field personnel") to the customer's premises for purposes of disconnecting service, and the customer then and there tenders payment of the bill in full or in accordance with the provisions of an existing compromise payment plan, service shall not be disconnected. Notwithstanding the foregoing, payment of a delinquent installment payment pursuant to a compromise payment plan shall not be sufficient to prevent disconnection if the customer was previously in default in payment under said plan and there remains a portion owed under the plan for past delinquencies. For purposes of this section, the Water Department's field personnel shall be deemed to be authorized and shall be required to accept such payment from the customer and provide the customer with a receipt for any payment made, but shall not be required to make change or to enter into agreements with the customer, or accept payment other than cash, money order, or certified or bank check. Any Water Department field personnel sent to

disconnect service shall bring with him or her a copy of the customer's bill or statement showing the amount outstanding.

12. Establishment of Compromise Payment Plan.

a. Installment Payment Plan. The Water Department may enter into a compromise payment plan with a customer to avoid termination of service wherein the delinquent amount is paid in accordance with any installment payment schedule deemed satisfactory to the Water Department.

b. Monthly Payment Plan. The Water Department may enter into a compromise payment plan with a customer to avoid termination of service wherein payment of the delinquent amount plus the prospective average annual cost of water service to the customer is spread over a monthly payment schedule. Although the Water Department may enter into any monthly payment plan it deems appropriate, a standard monthly payment plan normally requires payment each month of the following amounts: 1) 1/12 of the estimated, prospective average annual cost of water service; and, 2) 1/3 of the customer's delinquent balance per month for three months.

c. Discretion. In determining whether or not to enter into a compromise payment plan with a customer, the Water Department shall exercise its discretion in a good faith, reasonable, fair, and consistent manner. In making such a determination, the Water Department may take into account the following: past payment history, past delinquencies, credit history, financial hardship, amount of the delinquency, extraordinary circumstances, and/or any other matters reasonably deemed relevant or pertinent to a fair determination.

d. Writing Required. In order to be valid and binding upon the Water Department, a compromise payment plan must be in writing, dated, and signed by the customer and the Water Department.

C. Violation of Regulations. After notice and hearing, any person violating any of the foregoing regulations or permitting the same to be violated, may be fined by the Water Department the sum of \$50.00 for each offense. A violator may also be assessed a sum sufficient to reimburse the Water Department for any damages caused by said violation. The Water Department may also order the termination of water service until such time as a violator complies with these regulations and/or pays any fine or assessment ordered on account of a violation thereof.

D. Appeal to Operating Committee.

1. Notice of Appeal. Any party aggrieved by a decision of the Water Department made pursuant to these regulations may appeal by submitting a written request to the Operating Committee asking that it review and reverse, alter, or modify a determination of the Water Department. The written request must contain, at a minimum, the aggrieved party's name, address, phone number, account number, and address of the

subject property, as well as the approximate date and a brief description of the determination to be reviewed, the relief sought and the grounds therefore. The request must also be duly signed and dated by the aggrieved party.

2. Hearing. The Operating Committee shall promptly schedule a hearing on the aggrieved party's appeal and notify the aggrieved party in writing of the date, time and place of the hearing and of the right to be represented by counsel, to present evidence-- including documents, and, to confront and cross-examine adverse witnesses. The Operating Committee shall promptly issue a decision in writing to the aggrieved party after hearing.

3. Request for Stay. Where circumstances are such that the adverse action which an aggrieved party seeks to appeal-- such as termination of water service-- would occur prior to the prompt conduct of a hearing in due course before the Operating Committee, upon request of the aggrieved party, the chairperson of the Operating Committee or his or her designee may, in his or her discretion, postpone, suspend or otherwise alter or modify the Water Department determination at issue on a temporary basis until such time as the matter may be heard and decided on appeal by the Operating Committee. The chairperson shall exercise his or her discretion granted herein in a good faith, reasonable, fair, and consistent manner.

E. Connection Fees

1. Impact Fee. Each new or expanded connection to the District's water system shall be assessed an impact fee to be known as a "connection fee," which shall be calculated, assessed, and collected in accordance with the provisions of R.I.G.L. **§45-22.4-1, et seq.** ("Act"), and these By-Laws, as either of the same may be amended from time to time.

2. Purpose. The purpose of the imposition of connection fees is to insure that adequate water facilities are available to serve new growth and development within the water service limits of the District, to ensure that new growth and development does not place an undue financial burden upon existing ratepayers, and to promote orderly growth and development by requiring those who benefit from new growth and development to pay their proportionate fair share of the cost of new and/or upgraded water facilities needed to serve the new growth and development.

3. Calculation of connection fees.

a. The connection fee rates established herein have been determined in accordance with the District's "capital improvement program," as defined under R.I.G.L. **§45-22.4-3**, and as the same may be amended from time to time, and a "needs assessment" performed based thereon as provided under **§45-22.4-4**, and as the same may be amended from time to time. In accordance with R.I.G.L. **§45-22.4-3**, the District shall review its capital improvement program at least every five (5) years.

b. In determining and assessing a connection fee, the District may employ any methodology as provided in and/or consistent with the Act, in particular, the requirement that the amount of the fee be reasonably related to or reasonably attributable to the new development's share of the cost of water facility expansion or improvements made necessary by the development, and that the fee imposed not exceed the proportionate share of the cost incurred or to be incurred by the District in accommodating the development.

c. "Proportionate share" means that portion of the cost of water system expansion or improvements which reasonably relate to the service demands and needs of the project. Nevertheless, it is not required by the Act, nor is it the intention of these By-Laws, nor is it realistic or practical, that proportionate share be determined with absolute or uniform precision. The Act and these By-Laws merely require that there be a reasonable relationship between the demand imposed on the water system by the new connection and the cost incurred or to be incurred by the District in accommodating the development. Accordingly, merely because the actual or projected water usage of a new or expanded connection is less than the actual or projected usage of other connections subject to the same connection fee rate, this is not a basis, in and of itself, for seeking a waiver or reduction, as provided herein, nor does it render the imposition of the connection fee invalid under the Act or these By-Laws.

d. The data sources and methodology upon which a needs assessment and connection fee rates are based shall be made available to the public upon request.

e. The amount of each connection fee imposed shall be based upon the actual costs of water facility expansion or improvements, or reasonable estimates of the costs to be incurred by the District as a result of new development and shall be calculated in accordance with generally accepted accounting principles.

f. In establishing connection fee rates hereunder and in determining the proportionate share of water facilities capital costs in order to establish an impact fee, the District has considered all of the factors set forth in R.I.G.L. **§45-22.4-1, et seq.**, in particular, the capital improvements required to serve new development, based on a capital improvements program that shows the deficiencies in capital facilities serving existing development, and the means, other than impact fees, by which any existing deficiencies may be eliminated within a reasonable period of time, and that shows additional demands anticipated to be placed on existing water facilities by new development.

4. Assessment of connection fees.

a. A connection fee shall be imposed on each new or expanded connection to the District water system based on the size of the service

connection line and/or number of units served by the connection, in accordance with the rate structure and explanatory notes set forth in attached Appendix B, as the same may be amended by the Operating Committee from time to time.

b. In determining the appropriate connection fee rate for a non-residential connection, the District may take into account, among other things, the size of the service connection, the number of units, and the estimated or projected water usage of the new or expanded connection in accordance with any standards, guidelines, and/or methodology reasonably relied upon in the water service industry for determining or estimating water usage.

5. Collection of connection fees.

a. A connection fee shall be considered assessed at the time an application to the District for a new or expanded water connection is approved, and shall be collected in full prior to and as a condition of connection to the District water system.

b. Payment of the connection fee assessed is not excused or deferred due to a dispute over the amount or validity of the connection fee assessed, whether or not proceedings seeking a waiver or reduction or challenging the imposition of the connection fee are pending before the District Operating Committee or any other appropriate forum.

6. Expenditure of collection fees.

a. Upon collection, connection fees shall be deposited in a special proprietary fund, which shall be invested with all interest accruing to the trust fund.

b. Within eight years of the date of collection, all connection fees shall be expended or encumbered for the construction of water facility capital improvements of reasonable benefit to the development paying the fees and that are consistent with the capital improvement program.

c. Where the expenditure or encumbrance of fees is not feasible within eight (8) years, the District may retain impact fees for a longer period of time, if there are compelling reasons for the longer period. Nevertheless, all connection fees shall be expended or encumbered for the construction of water facility capital improvements as provided herein within twelve (12) years of collection.

7. Dedication of land or construction of facilities in lieu of payment. The District may accept the dedication of land or construction of facilities in lieu of payment, in whole or in part, of a connection fee or fees, as provided hereunder, in accordance with and subject to the provisions of R.I.G.L. §45-22.4-5(d), as the same may be amended from time to time.

8. Exemptions. In accordance with and subject to the provisions of R.I.G.L. §45-22.4-5(e), as the same may be amended from time to time, connection fees shall not be imposed for remodeling, rehabilitation or other improvement to an existing structure or rebuilding of a damaged structure, unless there is an increase in the number of dwelling units or any other measurable factor based on which a connection fee is collected, including a material increase in proposed or estimated water usage or an increase in the size of the water connection.

9. Waiver or reduction of connection fees.

a. A property owner may seek a waiver or reduction from the imposition of a connection fee by filing a written application with the District Operating Committee setting forth in detail the reason and/or basis for any waiver or reduction as well as the amount of any requested waiver or reduction.

b. A waiver or reduction may only be granted under extremely unique and/or unusual circumstances, wherein the applicant establishes that the imposition of the connection fee is inequitable and that the public interest would be served by a waiver or appropriate reduction of the connection fee assessed. The mere fact that the connection fee imposed is not an absolute or uniformly precise calculation of the applicant's "proportionate share" or that the applicant's projected or actual usage is comparatively less than other uses in the same rate category, shall not be a basis, in and of itself, for a waiver or reduction, for all the reasons previously stated in §E.3.(c) above.

c. Notwithstanding and in addition to the foregoing, a waiver or complete exemption shall only be granted when required under the Act or by other applicable law, as the same may be amended from time to time, or under extraordinary circumstances, insofar as, under ordinary circumstances, a new or expanded connection should bear at least some portion of the cost of water facility expansion or improvements made necessary by the additional demand imposed on the system by the new or expanded connection.

d. A waiver or exemption may also be granted with respect to connection fees imposed on "low or moderate income housing," as defined pursuant to R.I.G.L. §45-53-3(5), as the same may be amended from time to time, under circumstances where imposition of the connection fee would render the project "infeasible" as defined under §45-53-3(3), or as the same may be amended from time to time.

e. Notwithstanding and in addition to the foregoing, an applicant seeking a waiver or reduction must also demonstrate to the satisfaction of the District that it has sought and obtained a proportionate reduction in other relevant governmental enactments and has otherwise taken any and all other appropriate action to reduce costs so as to, among other things, ensure the public interest would be fairly and equitably served by such a waiver or reduction and/or that the ratepayers of the District

are not required to bear more than their proportionate share of the cost of rendering a project feasible.

10. Refund of connection fees. If connection fees are not expended or encumbered within the period established under the R.I.G.L. §45-22.4-5 or these By-Laws, as either of the same may be amended from time to time, or if the District seeks to terminate any and all connection fee requirements, all unexpended or unencumbered funds shall be refunded as provided in accordance with R.I.G.L. §45-22.4-6, or as the same and/or these By-Laws may be amended from time to time.

11. Bypassing meter-Use of water with intent to defraud. – Every person who, with intent to injure or defraud any corporation supplying water in this state at a stipulated rate of payment, shall make or cause to be made any wire, pipe, tube, or other instrument or contrivance, and connect it or cause it to be connected with any main, service pipe, or other pipe, appliance, or appurtenance used for or in connecting with the works or apparatus employed for conducting or supplying water, in any manner that is calculated to supply water to any faucet or other outlet whatsoever, without the water passing through a meter provided or used for measuring or registering its quantity so passing through, or without the consent of the company or corporation to the connections, or who shall otherwise use any water with the intent to defraud the company or corporation of payment, shall be deemed guilty of a misdemeanor and shall be imprisoned not exceeding one year or be fined not exceeding one thousand dollars (\$1,000). In any prosecution under this section, proof that any of the acts specified in this section were done on or about the premises occupied by the defendant, or proof of the presence on or about the premises, of any device which affects the diversion of water without it being measured or registered by the meter provided, shall be prima facie evidence that the defendant committed the acts, or aided or abetted in their commission, maliciously and with intent to injure or defraud.

F. CONTROL OF BACKFLOW AND CROSS-CONNECTIONS PROGRAM

1. CROSS CONNECTION CONTROL – GENERAL POLICY

1.1.1 Purpose. The purpose of this program is:

1.1.2 To protect the public potable water supply of the Harrisville Fire District from the possibility of contamination or pollution by isolating within the consumer's internal distribution system(s) or the consumer's private water system(s) such contaminants or pollutants which could backflow into the public water systems; and,

1.1.2 To promote the elimination or control existing cross-connections, actual or potential, between the consumer's in-plant potable water system(s) and non-potable water system(s), plumbing fixtures and industrial piping systems; and,

1.1.3 To provide for the maintenance of a continuing Program of Cross-Connection Control which will systematically and effectively prevent the contamination or pollution of all potable water systems.

1.1.4 Responsibility. The Harrisville Fire District shall be responsible for the protection of the public potable water distribution system from contamination or pollution due to the backflow of contaminants or pollutants through the water service connection. If, in the judgment of the Harrisville Fire District an approved backflow prevention assembly is required for the safety of the water system, the Harrisville Fire District or his designated agent shall give notice in writing to said consumer to install such an approved backflow prevention assembly(s) at a specific location(s) on his premises. The consumer shall immediately install such an approved backflow prevention assembly(s) at the consumer's own expense; and, failure, refusal or inability on the part of the consumer to install, have tested and maintained said assembly(s), shall constitute grounds for discontinuing water service to the premises until such requirements have been satisfactorily met.

Section 2. DEFINITIONS

2.1 Water Commissioner or Health Official. The Harrisville Fire District is invested with the authority and responsibility for the implementation of an effective cross-connection control program and for the enforcement of the provisions of this regulation.

a. The term "district" shall refer to the Harrisville Fire District.

2.2 Approved

a. The term "approved" as herein used in reference to a water supply shall mean a water supply that has been approved by the health agency having jurisdiction.

b. The term "approved" as herein used in reference to an air gap, a double check valve assembly, a reduced pressure principle backflow prevention assembly or other backflow prevention assemblies or methods shall mean an approval by the administrative authority having jurisdiction.

2.3 Auxiliary Water Supply Any water supply on or available to the premises other than the District's approved public water supply will be considered as an auxiliary water supply. These auxiliary waters may include water from another purveyor's public potable water supply or any natural source(s) such as a well, spring, river, stream, harbor, etc, or used waters or industrial fluids. These waters may be contaminated or polluted or they may be objectionable and constitute an unacceptable water source over which the water purveyor does not have sanitary control.

- 2.4 Backflow** The term “backflow” shall mean the undesirable reversal of flow of water or mixtures of water and other liquids, gases or other substances into the distribution pipes of the potable supply of water from any source or sources. See terms Backsiphonage (2.6) and Backpressure (2.5).
- 2.5 Backpressure** The term “Backpressure” shall mean any elevation of pressure in the downstream piping system (by pump, elevation or piping, or steam and/or air pressure) above the supply pressure at the point of consideration which would cause, or tend to cause, a reversal of the normal direction of flow.
- 2.6 Backsiphonage** The term “Backsiphonage” shall mean a form of backflow due to a reduction in system pressure which causes a sub atmospheric pressure to exist at a site in the water system.
- 2.7 Backflow Preventer** An assembly or means designed to prevent backflow.
- 2.7.1 Air Gap** The term “air gap” shall mean a physical separation between the free flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel. An “approved air gap” shall be at least double the diameter of the supply pipe measured vertically above the overflow rim of the vessel – in no case less than 1 inch (2.54 cm).
- 2.7.2 Reduced Pressure Principle Backflow Prevention Assembly** The term “reduced pressure principle backflow prevention assembly” shall mean an assembly containing two independently acting approved check valves together with a hydraulically operating, mechanically independent pressure differential relief valve located between the check valves and at the same time below the first check valve. The unit shall include properly located resilient seated test cocks and tightly closing resilient seated shutoff valves attached at each end of the assembly. This assembly is designed to protect against a non-health (i.e., pollutant) or a health hazard (i.e., contaminant). This assembly shall not be used for backflow protection of sewage or reclaimed water.
- 2.7.3 Double Check Valve Backflow Prevention Assembly** The term “double check valve backflow assembly” shall mean an assembly composed of two independently acting, approved check valves, including tightly closing resilient seated shutoff valves attached at each end of the assembly and fitted with properly located resilient seated test cocks. This assembly shall only be used to protect against a non-health hazard (i.e. pollutant).
- 2.8 Contamination** The term “contamination” shall mean impairment of the quality of water which creates an actual hazard to the public health through poisoning or through the spread of disease by sewage, industrial fluids, waste, etc.

2.9 Cross-Connection The term “cross-connection” shall mean any unprotected actual or potential connection or structural arrangement between a public or a consumer’s potable water system and any other source or system through which it is possible to introduce into any part of the potable system any used water, industrial fluid, gas, or substance other than the intended potable water with which the system is supplied. Bypass arrangements, jumper connections, removable sections, swivel or change over devices and other temporary or permanent devices through which or because of which backflow can or may occur are considered to be cross-connections.

a. The term “direct cross-connection” shall mean a cross-connection which is subject to both backsiphonage and backpressure.

b. The term “indirect cross-connection” shall mean a cross-connection which is subject to backsiphonage.

2.10 Cross-Connections – Controlled A connection between a potable water system and a non-potable water system with an approved backflow prevention assembly properly installed and maintained so that it will continuously afford the protection commensurate with the degree of hazard.

2.11 Cross-Connection Controlled by Containment The term “service protect” shall mean the appropriate type or method of backflow protection at the service connection, commensurate with the degree of hazard of the consumer’s potable water system.

2.12 Hazard, Degree of The term “degree of hazard” shall mean either a pollution (non-health) or contamination (health) hazard and is derived from the evaluation of conditions within a system.

2.12.1 Hazard - Health The term “health hazard” shall mean an actual or potential threat contamination of a physical or toxic nature to the public potable water system or the consumer’s potable water system that would be a danger to health.

2.12.2 Hazard – Plumbing The term “plumbing hazard” shall mean an internal or plumbing type cross-connection in a consumer’s potable water system that may be either a pollution or contamination type hazard. This includes but is not limited to cross-connections to toilets, sinks, lavatories, wash trays and lawn sprinkling systems. Plumbing type cross-connections can be located in many types of structures including homes, apartment houses, hotels and commercial or industrial establishments. Such a connection, if permitted to exist, must be properly protected by an appropriate type of backflow prevention assembly.

- 2.12.3 Hazard – System** The term “system hazard” shall mean an actual or potential threat of severe danger to the physical properties of the public or the consumer’s potable water system or of a pollution or contamination which would have a protracted effect on the quality of the potable water in the system.
- 2.13 Industrial Fluids** The term “industrial fluids” shall mean any fluid or solution which may be chemically, biologically or otherwise contaminated or polluted in a form or concentration which would constitute a health, system, pollution or plumbing hazard if introduced into an approved water supply. This may include, but not be limited to: Polluted or contaminated used waters; all types of process waters and “used waters” originating from the public potable water system which may deteriorate in sanitary quality; chemical in fluid form; plating acids and alkalies; circulated or biologically treated or stabilized with toxic substances; contaminated natural waters such as from wells, springs, streams, rivers, bays, harbors, seas, irrigation canals or systems, etc; oils, gases, glycerine, paraffins, caustic and acid solutions and other liquid and gaseous fluids used industrially, for other processes, or for firefighting purposes.
- 2.14 Pollution** The term “pollution” shall mean an impairment of the quality of the water to a degree which does not create a hazard to the public health but which does adversely and unreasonably affect the aesthetic qualities of such waters for domestic use.
- 2.15 Water – Potable** The term “potable water” shall mean any public potable water supply which has been investigated and approved by the health agency. The system must be operating under a valid health permit. In determining what constitutes an approved water supply, the health agency has final judgment as to its safety and potability.
- 2.16 Water – Non-Potable** The term “non-potable” shall mean a water supply which has not been approved for human consumption by the health agency having jurisdiction.
- 2.17 Water – Service Connection** The term “service connection” shall mean the terminal end of a service connection from the public potable water system (i.e. where the District may lose jurisdiction and sanitary control of the water at its point of delivery to the consumer’s water system). If a water meter is installed at the end of the service connection, then the service connection shall mean the downstream end of the water meter.
- 2.18 Water – Used** The term “used water” shall mean any water supplied by a water purveyor from a public potable water system to a consumer’s water system after the control of the water purveyor.

Section 3. REQUIREMENTS

3.1 Water System

- 3.1.1** The water system shall be considered as made up of two parts: The Harrisville Fire District's System and the Consumer's System.
- 3.1.2** The Harrisville Fire District's System shall consist of the source facilities and the distribution systems; and shall include all those facilities of the water system under the complete control of the District, up to the point where the consumer's system begins.
- 3.1.3** The source shall include all components of the facilities utilized in the production, treatment, storage, and delivery of water to the distribution system.
- 3.1.4** The distribution system shall include the network of conduits used for the delivery of water from the source to the consumer's system.
- 3.1.5** The consumer's system shall include those parts of the facilities beyond the termination of the water purveyor's distribution system which are utilized in conveying potable water to points of use.

3.2 Policy

- 3.2.1** No water service connection to any premise shall be installed or maintained by the District unless the water supply is protected as required by Rhode Island laws and regulations and this Cross-Connection Policy of the Harrisville Fire District. Service of water to any premises shall be discontinued by the Harrisville Fire District if a backflow prevention assembly required by this cross-connection policy is not installed, tested and maintained, or if it is found that a backflow prevention assembly has been removed, bypassed, or if an unprotected cross-connection exists on the premises. Service will not be restored until such conditions or defects are corrected.
- 3.2.2** The consumer's system should be open for inspection at all reasonable times to authorized representatives of the Harrisville Fire District to determine whether unprotected cross-connections or other structural or sanitary hazards, including violations of these regulations, exist. When such a condition becomes known, the District shall deny or immediately discontinue service to the premises by providing for a physical break in the service line until the consumer has corrected the condition(s) in conformance with the District's regulations relating to plumbing and water supplies.
- 3.2.3** An approved backflow prevention assembly shall be installed on each service line to a consumer's water system at or near the property line or immediately inside

the building being served; but, in all cases, before the first branch line leading off the service line wherever the following conditions exist:

- a. In the case of premises having an auxiliary water supply which is not or may not be of safe bacteriological or chemical quality and which is not acceptable as an additional source by the Harrisville Fire District and/or the Rhode Island Department of Health, the public water system shall be protected against backflow from the premises by installing an approved backflow prevention assembly in the service line commensurate with the degree of hazard.
- b. In the case of premises on which any industrial fluids or any other objectionable substance is handled in such a fashion as to create and actual or potential hazard to the public water system, the public system shall be protected against backflow from the premises by installing an approved backflow prevention assembly in the service line commensurate with the degree of hazard. This shall include the handling of process waters and waters originating from the water purveyor's system which have been subject to deterioration in quality.
- c. In the case of premises having (1) internal cross-connections that cannot be permanently corrected or protected against, or (2) intricate plumbing and piping arrangements or where entry to all portions of the premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not dangerous cross-connections exist, the public water system shall be protected against backflow from the premises by installing an approved backflow prevention assembly in the service line.

3.2.4 The type of protective assembly required under subsections 3.2.3 a, b and c shall depend upon the degree of hazard which exists as follows:

- a. In the case of any premises where there is an auxiliary water supply as stated in subsection 3.2.3 a. of this section and it is not subject to any of the following rules, the public water system shall be protected by an approved air gap or an approved reduced pressure principle backflow prevention assembly.
- b. In the case of any premises where there is water or substance that would be objectionable but not hazardous to health, if introduced into the public water system, the public water system shall be protected by an approved double check valve backflow prevention assembly.
- c. In the case of any premises where there are any materials dangerous to health which are handled in such a fashion as to create an actual or potential hazard to the public water system, the public water system

shall be protected by an approved air gap or an approved reduced pressure principle backflow prevention assembly. Example of premises where these conditions will exist include sewage treatment plants, sewage pumping stations, chemical manufacturing plants, hospitals, mortuaries and plating plants.

- d. In the case of any premises where there are unprotected cross-connections, either actual or potential, the public water system shall be protected by an approved air gap or an approved reduced pressure principle backflow prevention assembly at the service connection.
- e. In the case of new construction of one inch or smaller (for domestic only) and the degree of hazard is low, at a minimum a dual check valve ASSE 1024 or equivalent is required and will be installed with/at the meter and shutoff.
- f. In the case of any premises where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete in-plant cross-connection survey, the public water system shall be protected against backflow from the premises by either an approved air gap or an approved reduced pressure principle backflow prevention assembly on each service to the premises.

3.2.5 Any backflow prevention assembly required herein shall be a make, model and size approved by the Harrisville Fire District. The “Approved Backflow Prevention Assembly” shall mean an assembly that has been manufactured in full conformance with the standards established by the American Water Works Association entitled:

AWWA/ANSI C510-92’ Standard for Double Check Valve Backflow Prevention Assemblies;

AWWA/ANSI C511-92’ Standard for Reduced Pressure Principle Backflow Prevention Assemblies;

And, have met completely the laboratory and filed performance specifications of the Foundation for Cross-Connection Control and Hydraulic Research of the University of Southern California (USCFCCCHR) established in:

Specifications of Backflow Prevention Assemblies – Section 10 of the most current edition of the *Manual of Cross-Connection Control*.

Said AWWA and USC FCCCHR standards and specifications have been adopted by the Harrisville Fire District. Final approval shall be evidenced by a “Certificate of Compliance” for the said AWWA standards; or “Certificate of Approval” for the said USCFCCCHR Specifications; issued by an approved testing laboratory.

The following testing laboratory has been qualified by the District to test and approve backflow prevention assemblies:

Foundation for Cross-Connection Control and Hydraulic Research
University of Southern California
KAP-200 University Park MC-2531
Los Angeles, California 90089-2531

Testing laboratories other than the laboratory listed above may be added to an approved list as they are qualified by the Harrisville Fire District.

Backflow preventers which may be subjected to backpressure or backsiphonage that have been fully tested and have been granted a Certificate of Approval by said qualified laboratory and are listed on the laboratory's current list of approved backflow prevention assemblies may be used.

- 3.2.6** It shall be the duty of the consumer at any premises where backflow prevention assemblies are installed to have a field test performed by a certified backflow prevention assembly tester upon installation and at least once per year. In those instances where the Harrisville Fire District deems the hazard to be great enough they may require field tests at more frequent intervals. These tests shall be at the expense of the water user and shall be performed by a certified tester approved by the Harrisville Fire District. It shall be the duty of the Harrisville Fire District to see that these tests are made in a timely manner. The consumer shall notify the Harrisville Fire District in advance when the tests are to be undertaken so that an official representative may witness the field tests if so desired. These assemblies shall be repaired, overhauled or replaced at the expense of the consumer whenever said assemblies are found to be defective. Records of such tests, repairs and overhauls shall be kept and made available to the Harrisville Fire District.
- 3.2.7** All presently installed backflow prevention assemblies which do not meet the requirements of this section but were approved devices for the purposes described herein at the time of installation and which have been properly maintained, shall, except for the testing and maintenance requirements under subsection 3.2.6, be excluded from the requirements of these rules so long as the Harrisville Fire District is assured that they will satisfactorily protect the water purveyor's system. Whenever the existing device is moved from the present location or requires more than minimum maintenance or when the Harrisville Fire District finds that the maintenance constitutes a hazard to health, the unit shall be replaced by an approved backflow prevention assembly meeting the requirements of this section.
- 3.2.8** The Harrisville Fire District is authorized to make all necessary and reasonable rules and policies with respect to the enforcement of this policy.

4) Disconnection for Non-Compliance

a. Failure of a consumer to comply with the requirements of the Control of Backflow and Cross-Connection Regulators provided herein shall be grounds for disconnection of water service by the District.

b. Water service shall be subject to disconnection in accordance with the procedures provided in subsection IX.2, provided that the provisions regarding “seriously ill” or “elderly and /or handicapped: user shall not apply, and the procedures shall apply to commercial, institutional, and industrial consumers, as well as residential customers. In addition, for purposes of enforcing this section IX.F, the term “customer” and “consumer” shall have the same meaning in these bylaws and shall be deemed to mean the owner of any premises, regardless of the use or purpose to which it is put, served by or connection to the District’s water system.

5) Response Plan

- a. In case a contaminate is found in the system, the following measures need to be taken:
1. Isolate the affected area.
 2. Flush the affected area.
 3. Notify the public and state.
 4. Samples will be needed to assure the contamination is no longer present.

X. ADOPTION, REPEAL, AND AMENDMENT.

A. Operating Committee Approval

1. Preliminary approval. The adoption, repeal or amendment of these by-laws (“proposal”) shall first be approved by a majority vote of the Operating Committee. The Operating Committee shall then schedule and provide notice of a public hearing on the proposal by posting notices thereof in at least five (5) public places in the District, not less than one week prior to the date on which such meeting is called. Notice shall also be published not less than one week prior to the meeting in a public newspaper which is published daily and has a circulation within the Town of Burrillville. The notice shall include the date, time, and place of hearing and state that adoption, repeal, or amendment of the District by-laws shall be considered at such meeting. The notice shall invite all interested persons to attend and submit any data, views, or arguments, orally, or in writing, and provide that written submissions from interested parties will be accepted even if the parties do not attend the meeting. Finally, the notice shall provide that a copy of the proposal is available at the District and will be mailed to any interested party upon request.

2. Final approval. On or after 30 days from the date of the public hearing on the proposal, at any regular or special meeting of the Operating Committee, the

Operating Committee may vote to approve the proposal, or amend or modify the proposal, and approve it as amended or modified, by a majority vote of the Operating Committee.

BYLAWS OF THE HARRISVILLE FIRE DISTRICT
APPENDIX A & B (REVISED SEPTEMBER 1, 2021)

APPENDIX

Commercial & Multiple Unit Developments provide floor plans and site plans with elevation for engineering review - \$1,500.00

Water Department Fees:

Demand Fee	See Attached
Tapping Fee	\$100.00 - ¾"
	\$125.00 - 1"
	1 ½" and 2" @ cost
Backhoe	\$75.00 per hour
Dump truck	\$45.00 per hour
Service truck	\$30.00 per hour
Compressor	\$20.00 per hour
Generator	\$20.00 per hour
Pump	\$15.00 per hour
Labor: regular time	\$65.09 per hour per man (subject to change)
Overtime	\$97.64 per hour per man (subject to change)
Parts:	Cost plus 25%
Meter Use Fee:	\$200.00 5/8"
Meter Use Fee:	\$300.00 1" anything over 1" at cost
Turn Off/On Fee:	\$65.00 plus OT after regular hours
Meter Test Fee:	Cost plus 25%
Quarterly water billing:	
Flat Fee	\$18.00 per living unit per quarter
Water	1 st block \$0.00410 up to 20,000 gallons
	2 nd block \$0.00499 for 20,001 to 40,000 gallons
	3 rd block \$0.00599 for 40,001 plus gallons
Hydrants	\$65.25 per quarter per hydrant
Sprinklers	\$0.025 each sprinkler head per quarter
WQP Charge	\$.0292 per 100 gallons

3 hours minimum overtime on weekends and between 11:00 PM and 7:00 AM Monday thru Friday

Wholesale Water Rate for Pascoag Utility District \$.00385 per gallon.

Bulk Water at Hydrant \$20.00 minimum for up to 1000 gallons. \$5.00 per 250 gallons thereafter per visit. Plus \$50.00 daily for set up and break down of meter.

HARRIVILLE FIRE DISTRICT BY-LAWS
APPENDIX B
HARRISVILLE FIRE DISTRICT CONNECTION FEE RATES

SIZE OF LINE	1 inch	1.5 inch	2 inch	4 inch	6 inch	8 inch	12 inch
RESIDENTIAL UNITS ¹	1-3 units	4-6 units	7-10 units	11-30 units	31-100 units	greater than 100 units/ industrial	industrial
CONNECTION FEE RATE ²	\$3,000, plus \$1K for each add'l unit over 1 unit.	\$6,000, plus \$1K for each add'l unit over 4 units.	\$10,000, plus \$1K for each add'l unit over 7 units.	\$33,000, minus \$1K for each unit under 30 units.	\$103,000, minus \$1K for each unit under 100 units.	\$200,000, subject to adjustment based on estimated use. ³	\$500,000, subject to adjustment based on estimated use. ⁴

¹ The rate structure was constructed using a single family residential development as the base unit for calculating the rate formula. In light of the foregoing and because non-residential connections may range from very low use (i.e., a commercial office) to very high use (i.e., a laundromat), a non-residential applicant may seek an appropriate adjustment from a strict application of the rate chart "per unit formula" based on estimated, typical usage for such connections. Nevertheless, for size of line categories 1 through 2 inch, the base fee rates set forth in the chart for each of these categories are considered the minimum for a non-residential development employing these connection line sizes. In addition, in part because of the substantial range of the potential volume of water which could be transmitted by lines in excess of 2 inches, in determining the appropriate connection fee rate for a non-residential connection, the rate structure permits the District to also take into account, among other things, the size of the service connection, the number of units, and the estimated or projected water usage of the new or expanded connection in accordance with any standards, guidelines, and/or methodology reasonably relied upon in the water service industry for determining or estimating water usage.

² To eliminate any incentive for an applicant to propose a smaller size of line than that provided in the chart for the number of units in the proposed development, the rate set forth in the chart for the number of residential units will prevail over size of line.

³ See footnote 1 above.

⁴ See footnote 1 above.

The Harrisville Fire District connection fee rates represent single ownership for the structure. If the units are owned individually, each will have a service line and a meter for each unit and will be charged accordingly.

**RESOLUTION OF THE HARRISVILLE FIRE DISTRICT OPERATING COMMITTEE
AMENDING THE DISTRICT BY-LAWS RELATIVE TO THE DECLARATION OF
CANDIDACY FOR DISTRICT OPERATING COMMITTEE AND OFFICES**

WHEREAS, the HARRISVILLE FIRE DISTRICT ("District"), is a quasi-municipal corporation duly organized and incorporated pursuant to a charter granted by an act of the General Assembly of the State of Rhode Island ("Charter"), with an office located at 115 Central Street, Harrisville, Rhode Island 02830; and,

WHEREAS, the District is duly authorized pursuant to its Charter to promulgate By-laws to regulate and manage its affairs; and,

WHEREAS, pursuant to its Charter, all the powers of the District are vested in and exercised by the District Operating Committee; and,

WHEREAS, the District Operating Committee has determined that it is necessary to promulgate a By-law to better regulate and manage the election of members of the District Operating Committee and District officers;

NOW THEREFORE, the District Operating Committee, after due consideration at a meeting duly convened on the 5 day of OCTOBER, 2013, in accordance with the District's Charter and By-Laws, does hereby RESOLVE as follows:

1. That the By-Laws of the District be amended to add new Article IIA as follows:

IIA. Declaration of Candidacy for District Operating Committee or Offices

A. **Eligibility.** Any duly qualified and registered voter resident in the District ("elector") is eligible to serve as a member of the District Operating Committee or hold the elected District offices of moderator, clerk, or tax assessor.

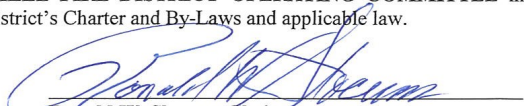
B. **Procedure.** Any elector seeking to be a candidate to serve as a member of the District Operating Committee or hold an elected District office must complete, execute under oath, and file at the District office a written declaration of candidacy in a form provided by the District for that purpose no earlier than the second Monday in January or later than the second Monday in April at 3:00 pm. for any position scheduled for election at the next annual meeting of the District.

2. This amendment shall be effective upon passage in accordance with the District By-Laws.

CERTIFICATION

NOW COMES the undersigned duly authorized representative of the HARRISVILLE FIRE DISTRICT OPERATING COMMITTEE and does hereby certify that the above Resolution was duly adopted at a meeting of the HARRISVILLE FIRE DISTRICT OPERATING COMMITTEE in accordance with the requirements of the District's Charter and By-Laws and applicable law.

Date: 10/8/13


Ronald W. Slocum, Chairperson
Harrisville Fire District Operating Committee

AMENDMENT HISTORY

Amended November 8, 2011

By-Laws of the HFD Section II, Item C-2, Excessive Absences

Amended October 8, 2013

By-Laws of the HFD Section II, to add new Article II A, Declaration of Candidacy for District Operating Committee or Offices

Amended January 10, 2017

By-Laws of the HFD Section VI, Item A-2, Fire Plan Review Fees

Amended September 1, 2020

By-Laws of HFD Section VII, Appendix A & B, New Water Block Rate Structure 1st year

Amended September 1, 2021

By-Laws of HFD Section VII, Appendix A & B, Water Department Salary and Overtime Rate (subject to change each year)

Amended September 1, 2021

By-Laws of HFD Section VII, Appendix A & B, New Water Block Rate Structure 2nd year